

PTO/SB/96 (06-04)

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: David Benjamin Auerbach, Stephen Lawrence, David MarmarosApplication No./Patent No.: 10/813,895 Filed/Issue Date: March 31, 2004Entitled: METHODS AND SYSTEMS FOR PROCESSING MEDIA FILESGoogle Inc. a Delaware Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From:\_\_\_\_\_ To:\_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From:\_\_\_\_\_ To:\_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From:\_\_\_\_\_ To:\_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

**[NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document)  
must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be  
recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

December 29 2004

Date

404.815.6061

Telephone Number

53051/297285

Michael J. Turton

Typed or printed name

Signature

Attorney for the Assignee

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IN  
PATENT APPLICATION**

Whereas I/we the undersigned inventor(s) have invented certain new and useful innovations as set forth in the patent application entitled

**METHODS AND SYSTEMS FOR PROCESSING MEDIA FILES**

for which I (we) filed an application for a United States Patent at the United States Patent and Trademark Office on March 31, 2004 and assigned Serial No. 10/813,895.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

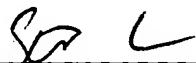
- 1) Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to Google Inc., a Delaware corporation having a place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, copyright, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, and any application claiming priority to the above-referenced patent application (including without limitation any continuation, continuation-in-part, reissue, reexamination, or foreign patent application based in whole or in part on the above-referenced patent application or claiming priority to the above-referenced patent application); and (c) any Patent (including without limitation domestic and foreign patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.
- 2) Authorize and request the Commissioner of Patents or any other agency, domestic or foreign, to issue any and all Letters or other Patent(s), or other document(s), resulting from patent applications or intellectual property under paragraph 1 (including without limitation any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the ASSIGNEE.
- 3) Agree to execute all papers and documents, including without limitation applications, declarations, oaths, petitions, and other papers, and, entirely at the ASSIGNEE'S expense, perform any acts which are necessary in connection with the prosecution of patent applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives, and assigns.

5) Warrant and represent that I/we have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: David Benjamin Auerbach

2) Signature:  Date: 7/18/04  
Typed Name: Stephen R. Lawrence

13 Signature:  Date: July 16, 2004  
Typed Name: David Marmaros

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IN  
PATENT APPLICATION**

Whereas I/we the undersigned inventor(s) have invented certain new and useful innovations as set forth in the patent application entitled

**METHODS AND SYSTEMS FOR PROCESSING MEDIA FILES**

for which I (we) filed an application for a United States Patent at the United States Patent and Trademark Office on March 31, 2004 and assigned Serial No. 10/813,893.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to Google Inc., a Delaware corporation having a place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, copyright, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, and any application claiming priority to the above-referenced patent application (including without limitation any continuation, continuation-in-part, reissue, reexamination, or foreign patent application based in whole or in part on the above-referenced patent application or claiming priority to the above-referenced patent application); and (c) any Patent (including without limitation domestic and foreign patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.
- 2) Authorize and request the Commissioner of Patents or any other agency, domestic or foreign, to issue any and all Letters or other Patent(s), or other document(s), resulting from patent applications or intellectual property under paragraph 1 (including without limitation any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the ASSIGNEE.
- 3) Agree to execute all papers and documents, including without limitation applications, declarations, oaths, petitions, and other papers, and, entirely at the ASSIGNEE'S expense, perform any acts which are necessary in connection with the prosecution of patent applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

Assignment of Intellectual Property Rights in Patent  
Application  
*Methods and Systems for Processing Media Files*  
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4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives, and assigns.

5) Warrant and represent that I/we have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Signature:  Date: 9-20-04  
Typed Name: David Benjamin Auerbach

2) Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Stephen R. Lawrence

13 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: David Marmaros

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